Boarding Contract or Contract with Starry Night Pet Lodge LLC

Agreement made on the (date), between
(Name of Pet Owner)
(Street address, city, county, state, zipcode)
and Starry Night Pet Lodge LLC, referred to herein as Kennel.
For and in consideration of the mutual covenants contained in this agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:
** WE REQUIRE "4" vaccines to be up to date:: Rabies, Distemper/ Parvo Bordetella and Canine Influenza -H3N8 & H3N2.
ALL VACCINES MUST BE GIVEN NO LESS THAN "3" DAYS PRIOR BY YOUR LICENSED VETERINARIAN AND EMAILED TO US BY YOUR VET ONLY. (NO EXCEPTIONS)
Vaccination records have to be received WITH your service contract. IF, we do not receive vaccination records we cannot hold a kennel for you.
NO RETRACTABLE LEASHES ALLOWED.
EXTENDED STAYS-
Clients that choose to do Extended Stays over 7 days will have to pay every 7th Day of this stay, no exceptions. If the amount is not paid on the 7th Day we then will decide to contact the Sheriff's Department and notify them that the dog has been abandoned and we will then surrender the dog over to their custody and the dog will be taken and processed at the Humane Society. Clients must understand that if this happens you will be responsible for the fees Through the Sheriff's Department and Humane Society as well as additional fees from Starry Night Pet Lodge LLC.

Owner's initials _____

1. Information About Dog or Pet

٨.	Name	of Dog or Pet	
	В.	Name of Veterinarian	
	Phone	Number	
	C.	Grooming Information	
	1.	Name of Groomer:	
	2.	Groomer's Phone Number	
	3.	How often Dog or Pet is groomed a	and/or bathed at home:
	D.	Breed of Dog	
	E.	Sex	
	F.	Age	
	G.	Color/Markings	
	Н.	License No.	(if available)

l.	Has	the Dog bitten anyone? If so, what were the circumstances?
~~~	NO EE	MALES IN HEAT
if yo	ur dog g	goes into heat you will be responsible to remove the dog IMMEDIATELY!!
****	NO Hur	man or Dog AGGRESSIVE DOGS PERMITTED ****
J.	Does	s your Dog have a tendency to do any of the following:
	1.	Jump
	2.	Climb fencing
	3.	Run Away
	4.	Dig
	5. Ex	cessive barking
	K.	Unusual Tendencies
	1.	Fear of
	2.	Dislike of
	3.	Adverse reaction to strangers
	4.	Urinate when approached
	5.	Engages in self-mutilation
	6.	Behavioral problems:

L.	Training			
1.	What	What training has Dog had		
Basic	: / Adva	nced		
	2.	Does he/she respond to commands when called		
	3.	Is he/she housetrained		
4.	In str	essful situations, does Dog react:		
	[] wil	dly active		
	[] ac	tive		
	[] po	ised		
	[] as	sured		
	[] res	served		
	[] wit	thdrawn (lethargic/stiff)		
		<b>Strict Dog Bed Policy</b> : All dogs will be given an elevated dog bed. IF, dog is known to be destructive let us know immediately for you will be onsible for damages/replacement fees (\$65)		
	N.	Has Dog been boarded before:		
	O. board	Any signs of separation anxiety or stress when ded		
	P. ** <b>O</b> v	Medications  vners are responsible to BRING pets medications.**		
	OV	mors are responsible to <u>bitino pets inculcations.</u>		
	1.	Name and dosage		

		2. When does medication need to be administered
		* use backside if needed*
Q.	Type/E	Brand of food:
**Own	ers are	e responsible to bring their dog(s) food <u>WITH</u> them.**
	R.	Medical problems
	1.	Skin trouble
	2.	Arthritis
	3.	Other
		4. Have you pre-authorized your veterinarian to treat your Dog in case of illness while you are gone
		<u>Medications</u> are \$2 per med per application
		<u>Injections</u> \$5 each
2.	Inform	nation about Pet Owner
A.	Home	Address:
B.	Phone	Numbers
	1.	Home Number

	2.	Work Number
	3.	Cell Phone Number
	4.	Emergency Phone Number
3.	Lengt	h of Time to be Boarded
		A. Number of days Owner hereby agrees to pay the rate of
		\$30.00 PER DAY (5x5) 1- Large/Med size dog only per kennel
		\$50.00 PER DAY (5X10) 1- Jumbo or 2-large/Medium size dog(s)
		\$45.00 PER DAY (5x10) for second dog sharing (5x10)
		per kennel.
		Owner's initials
		B. Owner understands and agrees that the above rates will be doubled, on a per day basis, for each extra day the Dog is boarded, if the Dog is not retrieved by the Owner by the agreed upon boarding time period stated herein. Owner's initials

# C. \$45.00 GO-HOME BATH PER DOG ( upon request only)

**4.** Kennel agrees to exercise due and reasonable care to board the Dog for the Owner. Kennel does not assume and shall not be held responsible for any liability with respect to the Dog listed in this agreement, of any kind, character, or nature whatsoever, arising out of or from the boarding of this Dog, or any damages which may accrue from any other cause whatsoever, including loss by fire, theft, running away, injury to persons, animals or property, unavoidable causes, or death or injury to any other animal caused by the within named Dog during the term of this contract, whether this Dog be on the premises of the Kennel or not. Owner hereby agrees to be and is solely responsible for any and all acts of behavior of said Dog at any time within the term and time for the contract. In no case shall the Kennel be in any way liable or responsible.

- **5.** Under no circumstances shall the *Kennel* be liable to the *Owner* or any third party in an amount exceeding the sum of One Hundred Dollars (\$100.00). *Owner* agrees not to claim any damages against said *Kennel* of any nature whatsoever, either by way of contract, equity, negligence or otherwise, in excess of said sum.
- **6.** Owner specifically covenants, warrants and represents the following:
- A. He/she is the sole owner of said animal;
- B. There is not now any lien or mortgage against said animal; and
  - C. The animal has not been exposed to distemper or rabies within the last thirty days, and that the required annual license has been obtained.
- 7. Kennel shall have, and Owner hereby grants to Kennel, a lien on the aforesaid animal for any and all unpaid boarding and/or other charges resulting from the boarding of said animal within the Kennel. The Owner hereby agrees that in the event the monthly or weekly boarding charges are not paid within thirty days after they become due an payable in accordance with the terms of this contract, the Kennel may exercise its lien rights, and ten days after notice to Owner may dispose of said animal for any and all unpaid charges, at private or public sale, and Owner specifically waives and claims if such sale does not secure a price adequate to pay such costs of board and/or other charges delinquent plus costs of sale, then Owner shall and must pay to Kennel the difference. Any monies realized by the Kennel at such a sale, over and above the charges due and cost of sale shall be returned to the Owner. Notice shall be conclusively deemed to have been given pursuant to this paragraph if notice in writing of such intended sale shall be mailed by registered mail to the Owner of the within named animal at the address given herein, and no further notice shall be required.
- **8.** If the animal becomes ill, or *Kennel* suspects animal is ill, the *Owner* shall be notified at once, collect, if possible, or such attempt shall be made to so notify the *Owner*, and if *Owner* does not immediately inform the *Kennel* regarding measures to be taken or if the state of the Dog's health requires quick action, the right to all a veterinarian or to administer medicine or to give advisable attention within the discretion of the *Kennel*, and such expenses being reasonable in amount shall be promptly paid by *Owner*.
- **9.** Unless *Owner* files with *Kennel*, within thirty days from the date the animal is removed from *Kennel*, a written demand for any claimed injury or damages resulting from the boarding of said Dog under this contract, said *Owner* shall and does hereby waive any and all rights which he may have against the *Kennel* for any liability arising under this contract, for damages, or otherwise.

- **10.** The animal may to be taken off premises by the *Kennel* without the consent of the *Owner*.
- **11.** Owner personally guarantees full payment of the boarding fees. Interest charged on an overdue bill shall be at the maximum rate allowed by law, but not to exceed 1.5% per month, compounded daily.
- **12.** *Owner* hereby attaches proof of current rabies immunization, distemper, hepatitis, *leptospirosis* and canine cough vaccinations as required by law.

# 13. Severability

The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

#### 14. No Waiver

The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

# 15. Governing Law

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Michigan.

#### 16. Notices

Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this Agreement.

#### 17. Attorney's Fees

In the event that any lawsuit is filed in relation to this Agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney fees.

# 18. Mandatory Arbitration

Any dispute under this Agreement shall be required to be resolved by binding arbitration of the parties hereto. If the parties cannot agree on an arbitrator, each party shall select one arbitrator and both arbitrators shall then select a third. The third arbitrator so selected shall arbitrate said dispute. The arbitration shall be governed by the rules of the American Arbitration Association then in force and effect.

# 19. Entire Agreement

This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

# 20. Modification of Agreement

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

#### 21. Assignment of Rights

The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

**22.** In this contract, any reference to a party includes that party's heirs, executors, administrators, successors and assigns, singular includes plural and masculine includes feminine.

(Printed name)	(Starry Night Pet Lodge LLC)
(Signature of Pet Owner)	
<u>Medi</u>	cal Treatment Authorization
To Whom It May Concern:	
consent to having Kennel arrange, d	re provider for my Dog. I hereby authorize and voluntarily lirect, sign for and consent to any and all routine or ent necessary to preserve the health of my Dog. Information
all reasonable charges in connection	ame of Pet Owner) acknowledges that he is responsible for a with the care and treatment rendered and acknowledges as to the effect of such treatment rendered.
Pet Information	
Name:	

Date of Birth:	
Sex:	
Color of Eyes:	
Color of Hair and Identifying Marks:	
Medical Conditions:	
Date)	
Printed name)	
Signature of Pet Owner)	(Starry Night Pet Lodge LLC)